

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Kevin D. Van Inwegen

Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-1 Identify and produce all documents in your possession, including, without limitation, communications, relating to Broadview's Service Transfer Charges and/or the imposition by Broadview of its Service Transfer Charges on Verizon provided:

- (i) to the Massachusetts Department of Telecommunications and Energy;
- (ii) to other state regulatory authorities;
- (iii) internally within Verizon.

REPLY: (i) The documents responsive to this request were previously filed with the Department and provided to Broadview. They are: Verizon's January 26, 2005 complaint, Verizon's March 22, 2005, Letter, and Verizon's April 15, 2005 Direct Testimony.

(ii) See the attached documents filed by Verizon with the New York Public Service Commission in Case 05-C-0066. These documents are:

- 1) Verizon Complaint and Petition Concerning Service Transfer Charges Imposed by Broadview Networks, Inc., dated January 18, 2005.
- 2) Reply of Verizon NY in Support of the Complaint and Petition, dated April 4, 2005.

To the extent available, these documents will also be provided in electronic format.

(iii) Verizon objects to this request to the extent that it would encompass information that is subject to the attorney/client privilege, or consists of attorney work product, including the mental impressions, conclusions, opinions, or legal theories of counsel concerning litigation or regulatory proceedings, or was prepared in anticipation of litigation, for use at trial or hearings, and/or for the purpose of settlement.

VZ # 1

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-2 In the Testimony (at page 2, lines 14 – 21), you state that Bruce F. Meacham has testified before state regulatory authorities in Massachusetts, Rhode Island, New Jersey, the District of Columbia, Maryland and Pennsylvania. Identify and produce all Direct, Rebuttal, Surrebuttal and Supplemental Testimony of Bruce F. Meacham before any federal or state regulatory authority, as well as transcripts of all associated direct, examination, cross examination and redirect examination of Mr. Meacham relating to such testimony.

REPLY: Verizon objects to this request on the grounds that it is overly broad, irrelevant, immaterial, beyond the scope of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. Verizon further objects to this request on the grounds that it is unduly burdensome and would require an extensive and time-consuming manual work effort.

Since 1998, Mr. Meacham has testified in 22 proceedings across the Verizon footprint. Therefore, the extent of the search required to identify responsive materials, if available, would be substantial and would consume considerable resources of Verizon.

Without waiving this objection, Verizon responds as follows:

See attached documents relating to three state proceedings in which Mr. Meacham testified regarding other carriers' application of customer transfer charges. Documents will also be provided in electronic format if readily available.

No transcripts exist for the Massachusetts and Rhode Island dockets because the respective carrier withdrew the applicable state tariff prior to hearings. Transcripts for hearings recently held in the Maryland docket are not yet available.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-3 Identify and produce all Direct, Rebuttal, Surrebuttal and Supplemental Testimony of Kevin D. Van Inwegen before any federal or state regulatory authority, as well as transcripts of all associated direct examination, cross examination and redirect examination of Mr. Van Inwegen.

REPLY: See attached documents and documents provided in response to Verizon's Reply to Broadview 1-2.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-4 Identify and produce all cost studies, cost of service studies, cost models, cost analyses, testimony, economic analyses, workpapers, calculations and other documents relating to Verizon's Service Order Charge.

REPLY: Verizon objects to this request on the grounds that it is overly broad, irrelevant, immaterial, beyond the scope of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. Verizon further objects to this request on the grounds that it is unduly burdensome and would require an extensive and time-consuming manual work effort.

Without waiving this objection, Verizon responds as follows:

Due to the voluminous nature of the material requested, Verizon will make a copy available for inspection in its offices at 125 High Street, Boston, Massachusetts, at a mutually agreeable time. Documents will also be provided in electronic format if readily available.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-5 Identify and produce all cost studies, cost of service studies, cost models, cost analyses, testimony, economic analyses, workpapers, calculations and other documents relating to Verizon's Manual Intervention Surcharge.

REPLY: See Verizon's Objection and Reply to Broadview 1-4 and documents provided in response to that request.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-6 Identify and produce all testimony, including all schedules, exhibits and attachments, and other factual materials and documents submitted by Verizon to any regulatory authority for the purpose of contesting charges proposed or levied by a CLEC for facilitating the migration of customers from a CLEC to Verizon, as well as transcripts of all associated direct examination, cross examination and redirect examination.

REPLY: Verizon objects to this request on the grounds that it is overly broad, irrelevant, immaterial, beyond the scope of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. Verizon further objects to this request on the grounds that it is unduly burdensome and would require an extensive and time-consuming manual work effort.

Without waiving this objection, Verizon responds as follows:

Verizon has participated in state proceedings relating to other carriers' application of customer transfer charges in the following jurisdictions: Delaware, Florida, Maryland, Massachusetts, New York, and Rhode Island. With the exception of the pending cases in Maryland and New York - and this Massachusetts docket (D.T.E. 05-4) - all other such state proceedings were closed because the respective carrier withdrew the applicable state tariff. See attached documents and documents provided in response to Verizon's Replies to Broadview 1-1, 1-2 and 1-3.

Due to the voluminous nature of the material requested, Verizon will make a copy available for inspection in its offices

at 125 High Street, Boston, Massachusetts, at a mutually agreeable time. Documents will also be provided in electronic format if readily available.

The only federal proceeding relating to another carrier's application of customer transfer charges is the arbitration of the interconnection agreement between Verizon Virginia and Cavalier Telephone LLC. See Verizon's Objection and Reply to Broadview 1-7 in response to this request.

VZ # 6

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-7 Identify and produce the Direct and Rebuttal Testimony of the "Albert Panel," as well as that portion of the transcript of the hearings containing the direct examination, cross examination and redirect examination, if any, of the Albert Panel, in the FCC proceeding *In the Matter of Petition of Cavalier Telephone LLC Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc. and for Arbitration*, WC Docket No. 02-359. Identify each of the Verizon representatives on the Albert Panel.

REPLY: Verizon objects to this request on the grounds that it is overly broad, irrelevant, immaterial, beyond the scope of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. Verizon further objects to this request on the grounds that it is unduly burdensome and would require an extensive and time-consuming manual work effort.

Without waiving this objection, Verizon responds as follows:

Due to the voluminous nature of the material requested, Verizon will make a copy available for inspection in its offices at 125 High Street, Boston, Massachusetts, at a mutually agreeable time. Documents will also be provided in electronic format if readily available.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Kevin Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-8 Identify and produce all communications by which Verizon disputed the imposition by Broadview of its Service Transfer Charges on Verizon in (i) Massachusetts and (ii) other states and all documents relating to such disputes.

REPLY: See attached November 4, 2004, letter from Verizon to Broadview. See also Verizon's Reply to Broadview 1-1(i) and (ii).

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-9 Identify the date on which, and the means by which, Verizon first was made aware of the availability of Broadview's Web Center.

REPLY: Broadview first contacted Verizon on this issue in 2002. At that time, however, Verizon did not have the appropriate systems and processes in place to use Broadview's Web Center. Verizon is unaware of any further contact from Broadview regarding the use of the Web Center until Broadview brought the issue to Verizon's attention in February 2005. Since April 15, 2005, Verizon has been using the Broadview Web Center across the Verizon footprint to notify Broadview of customers transferring service to Verizon.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-10 Has Verizon used the Broadview Web Center to request a CSR or to submit a LSR? If it has done so, (i) has it done so on a trial or on a commercial basis; (ii) over what period of time has it done so (a) on a trial basis and (b) on a commercial basis; and (iii) how many times has it done so (a) on a trial basis and (b) on a commercial basis and within what period of time and within what period of time (a) on a trial basis and (b) on a commercial basis within what period of time? If it has not done so, please explain why it has not done so. If you assert that Verizon has not used the Broadview Web Center to request a CSR or to submit an LSR because it was incapable of doing so, (i) detail why it was so incapable, (ii) indicate whether it is now capable, and (iii) if now capable, indicate when it became capable and why it is now capable?

REPLY: See Verizon's Reply to Broadview 1-9.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-11 Identify each function that Verizon must perform in each of the following circumstances:

- (i) in the event a customer were to migrate from Verizon retail service to the service of a “full facility-based CLEC”
- (ii) in the event a customer were to migrate from Verizon retail service to the service of a CLEC using a mix of its own switching facilities and Verizon loop facilities to serve the customer
- (iii) in the event a customer were to migrate from Verizon retail service to the service of a CLEC using exclusively Verizon facilities (UNE-P or resale) to serve the customer.

REPLY: (i) This scenario involves the disconnection of a Verizon retail customer’s service and, if also requested, the porting (a “port out”) of the customer’s telephone number. Orders for a disconnect and port out are initiated by a CLEC’s submission of a Local Service Request (LSR) through either Verizon’s (1) LSI (Local Service Interface or Web GUI interface) or (2) EDI (Electronic Data Interchange interface). The LSR indicates that the end-user desires to discontinue his/her Verizon retail service and initiate service with another CLEC and, if applicable, also retain his/her assigned telephone number. The LSR electronically flows through Verizon’s ordering systems, is manually processed by the National Markets Center (NMC), or is rejected (e.g., for insufficient information) and returned to the CLEC.

A properly completed LSR generates three related Verizon service orders:

- A disconnect (“D”) order to discontinue the customer’s existing Verizon local service;
- A trigger order that sends a message to the Number Portability Administration Center (NPAC) 48 hours before the due date indicating that the end-user’s telephone number will be ported to the CLEC; and
- A record order detailing listing information, including E911 data.

These orders flow through the Verizon systems and complete automatically and involve the following: switch translations are removed on the due date, the E911 database is unlocked to allow the new carrier to input the customer’s information, the customer is removed from directory listings, and a final bill is processed for the retail customer.

In this scenario, Verizon does not charge a facility-based CLEC for any of the above functions performed to migrate the customer to the CLEC.

(ii) This scenario involves a basic hot cut. Orders for basic hot cuts are initiated by a CLEC’s submission of an LSR via Verizon’s LSI or EDI interface. The LSR indicates that the CLEC desires to use a Verizon UNE loop to serve the customer. As with (i) above, the LSR electronically flows through Verizon’s ordering systems, is manually processed by the NMC, or is rejected (e.g., for insufficient information) and returned to the CLEC. A properly completed LSR generates four related Verizon service orders:

- A disconnect (“D”) order to discontinue the customer’s existing Verizon local service;
- A New (“N”) order to establish the UNE loop for the CLEC;
- If a number port is requested, a trigger order that sends a message to NPAC 48 hours before the due date indicating that the end user’s telephone number will be ported to the CLEC; and
- A record order detailing listing information, including E911 data.

Prior to the due date for the hot cut, the frame technician runs

a jumper, or cross-connect wire, from the appearance of the CLEC's collocation facility assignment on Verizon's intermediate frame to the cable pair appearance of the end user's loop on the main distribution frame (MDF). The technician then determines whether the CLEC dial tone is working and whether there are any problems with the loop. If there are any problems, the frame technician advises the Regional CLEC Coordination Center (RCCC) and, if necessary, also notifies the CLEC.

On the due date, the CLEC advises Verizon that it is able to process the cut. Upon receipt of this "go-ahead" confirmation, the frame technician checks the line to ensure CLEC dial tone is still present. If the end user is using the line, the technician waits for the line to go idle. Once the line is available or idle, the technician manually lifts off the jumper going to the Verizon switch and manually connects the jumper to the CLEC switch, thus completing the process of connecting the loop to the CLEC switch. Once this cutover is complete, the technician re-checks the dial tone, advises the RCCC and CLEC that dial tone is present, and completes all required internal processes. The CLEC receives notification through a phone call from the RCCC. The CLEC is then able to contact NPAC and have the customer's number ported. If the CLEC cannot accept a customer once the wiring work is complete, the CLEC may ask Verizon to undo the hot cut. Also, on the due date, Verizon terminates the customer's retail service; the Verizon switch translations are removed, the E911 database is unlocked to allow the new carrier to input the customer's information, the customer is removed from directory listings and a final bill is processed for the retail customer.

In this scenario, Verizon only charges the CLEC for the wholesale services and functions it performs to provision the UNE loop.

(iii) This scenario is a conversion to Resale or UNE-P replacement service. Orders for converting to Resale or a UNE-P replacement service are initiated by a CLEC's submission of an LSR via Verizon's LSI or EDI interface. The LSR indicates that the CLEC desires to use the existing Verizon network to serve the customer. The LSR electronically flows through Verizon's ordering systems, is manually processed by the NMC, or is rejected and returned to the CLEC.

A properly completed LSR generates three related Verizon service orders:

- A disconnect (“D”) order to discontinue the customer’s existing Verizon local service;
- A New (“N”) order to establish the service (either UNE-P replacement or resale) for the CLEC; and
- A record order updating listing information if required.

These orders flow through the Verizon systems and complete automatically, providing the CLEC with a Provisioning Completion Notice (PCN) and Billing Completion Notice (BCN). Specifically, on the due date Verizon terminates the customer’s retail service; the Verizon switch translations may be changed based on the CLEC’s request, the customer may or may not be removed from directory listings (based upon the CLEC’s requests) and a final bill is processed for the Verizon retail customer.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-12 Identify each function that Verizon must perform in each of the following circumstances:

- (i) a customer disconnects service because it is moving to another state
- (ii) a customer's service is disconnected following the customer's death
- (iii) a customer disconnects its landline service because it intends to rely exclusively on its wireless service and does not wish to retain its landline telephone service.

REPLY: (i)- (iii). Verizon performs the following functions when a retail customer's service is disconnected in the above scenarios:

- Obtain telephone number from customer (or customer's representative where appropriate) and permission to locate and retrieve their customer service record (CSR).
- During phone conversation with customer (or customer's representative where appropriate), obtain the following information as appropriate: reason for disconnect, the effective date, if the disconnect is permanent or temporary, the address for the final bill, and a telephone number for transfer of calls.
- A disconnect order is written. This order flows through the Verizon systems and completes automatically and involves the following: switch translations are removed on the due date, the E911

database is unlocked to remove the customer's information, the customer is removed from directory listings, CARE PIC notification is submitted to the interexchange carrier and a final bill is rendered for the end user.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-13 Confirm or deny that when Verizon “wins” a customer from Broadview

- (i) requests a CSR from Broadview
- (ii) submits a LSR to Broadview
- (iii) contacts Broadview to determine the status of LSR which it has submitted
- (iv) resubmit an LSR rejected by Broadview as incomplete or inaccurate.

REPLY: (i) - (ii). Requesting a CSR from Broadview and submitting a LSR to Broadview is necessary when Verizon “wins” a customer from Broadview where Broadview used a Verizon UNE loop or used a ported number to serve the customer. The CSR provides, for example, circuit IDs, customer name and address, billing name and address, and existing calling features. The LSR is necessary to instruct Broadview of Verizon's intent to reuse the loop and release the telephone number if applicable. This scenario is similar to a UNE loop migration, where the CLEC “wins” Verizon’s customer and reuses the existing loop while retaining the end user’s telephone number.

The industry guidelines for migration of a customer served via a UNE loop from the CLEC (i.e., Broadview) to Verizon are contained in the ATIS Ordering and Billing Forum Document 0405300-001 released October 28, 2004 (Scenario 4A, at pages 9-25 through 9-32). Below is a description of the responsibilities of the New Local Service Provider (New LSP)

(i.e., Verizon Retail in this scenario). A description of the responsibilities of the Old Local Service/Switch Provider (Old LSP) (i.e., Broadview in this scenario) are set forth in Verizon's Reply to Broadview 1-24.

The New LSP:

- Interfaces with and obtains authority from end user to migrate the service
- Acquires current CSR/CSI from Old LSP
- Submits LSR to Old LSP requesting to port telephone number(s) and advise of Loop reuse
- Submits LSR to Loop Provider (LP) to reuse the Loop.

- Submits LSR to directory service provider - Verizon does not submit this LSR where Verizon provides the directory listing service.
- Creates subscription version in NPAC
- Builds translation and optionally builds 10-digit triggers(s)
- Completes any necessary field work
- Activates number port(s) in NPAC
- Deactivates 10-digit trigger(s) if used
- Migrates E911 records
- Updates customer name Line information database records
- Submits CARE PIC Change transaction to New Interexchange Carrier (IXC)

(iii) If there is no response received from the CLEC (i.e., Broadview) within 48 hours after the submission of the LSR, Verizon will contact the CLEC to inquire about the status of the request.

(iv) Although Verizon's objective is to be accurate, errors may occur resulting in a rejection notice from the CLEC. If the CLEC rejects a Verizon LSR, Verizon will correct and resubmit the LSR in order to proceed with the migration process.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-14 Confirm or deny that when Verizon simply disconnects a customer by reason of the customer's death, move to another state or otherwise, it does not:

- (i) request a CSR from any carrier
- (ii) submit a LSR to any carrier
- (iii) contact any carrier to determine the status of LSR which it has submitted
- (v) resubmit to any carrier an LSR rejected by the carrier as incomplete or inaccurate.

REPLY: Verizon, like any other full facilities based telephone provider, is able to disconnect its retail customer without interacting with another carrier, except where Verizon is releasing a telephone number that was ported to Verizon from another carrier. However, other steps, which are retail functions, are required. See Verizon's Reply to Broadview 1-12.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-15 Provide the basis, including specific citations to FCC Orders, for your statement in the Testimony (at page 4, lines 6 – 16) that the FCC has made clear that the costs of receipt and confirmation of an LSR is “properly classified as ‘customer-specific costs directly related to providing number portability” and that the FCC has exclusive regulatory jurisdiction over rates set to recover such costs.”

REPLY: See *Complaint of Verizon Massachusetts Concerning Customer Transfer Charges Imposed by Broadview Networks, Inc.*, D.T.E Docket No. 05-04, at 8 fn. 9.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-16 Define “wholesale service” and “wholesale function” as these terms are used throughout the Testimony.

REPLY: “Wholesale service” refers to any specific service (generally involving the use of the service provider’s network or the provision of ancillary services or information related to such network use) that is requested by another carrier for use in providing retail services to the requesting carrier’s end user customers. The principal wholesale services offered by Verizon to CLECs are the provision of services for resale, access to unbundled network elements or to certain combinations thereof, interconnection, and the termination or delivery of traffic originated by other carriers. Other types of wholesale services are provided to other kinds of carriers and may also be utilized by CLECs. An example of a wholesale service is a UNE loop provided by Verizon to a CLEC.

Under this definition, functions performed by a carrier in connection with the relinquishment of an end-user customer, in order to implement the customer’s request to transfer its service to a different carrier, and that are not related to the “new” carrier’s use of the “old” carrier’s network, are not wholesale services. In such case, the carrier’s activities are caused by the customer’s decision to discontinue its service and not by any request of the new carrier for the use of the old carrier’s network.

Wholesale function refers to an activity involved in rendering a wholesale service. For example, the coordination activity surrounding the hot cut of a UNE loop is a wholesale function.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-17 Explain why Verizon imposes a Manual Intervention Surcharge when a CLEC elects to submit a request by facsimile rather than utilize Verizon's electronic interfaces.

REPLY: Verizon MA's Manual Intervention Surcharge recovers the additional labor costs incurred when a Service Representative in Verizon's National Markets Center must manually enter a CLEC's Local Service Request ("LSR") into Verizon's electronic order entry system at the CLEC's request.

Verizon imposes such a charge in order to enable it to recover the additional costs that it incurs in providing a wholesale service under circumstances such as those specified in the interrogatory. "Manual Intervention", as the term is used by Verizon, is not a separate wholesale service, but rather an additional function performed, and cost incurred, in certain circumstances in connection with the provision of a separate underlying wholesale service.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-18 Indicate whether Verizon's use of manual rather than electronic means to request a CSR or submit an LSR through manual rather than electronic means is determined by Verizon or by the customer associated with the CSR and LSR.

REPLY: The end user customer associated with the CSR and LSR does not determine the means by which a local exchange carrier requests a CSR or submits a LSR.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-19

In the Testimony (at page 11, lines 11 – 18) you state that “[t]he factual finding made by the WCB . . . that ‘Cavalier’s work in connection with a Verizon winback is similar in purpose and scope to the work that Verizon is responsible for performing when Cavalier submits a local service request to Verizon to move a customer from Verizon to Cavalier’ . . . is simply incorrect.” Please confirm or deny that both Verizon and a CLEC do not both (i) process requests for CSRs, (ii) accept, confirm the accuracy and completeness of and process LSRs, (iii) place in jeopardy and or reject inaccurate and incomplete LSRs, (iv) field status inquiries regarding LSRs, and/or (v) establish and issue firm order confirmation dates in conjunction with migrations of customers to and from each other.

REPLY:

Both Verizon and Broadview perform the five functions mentioned above in situations where Broadview “wins” a Verizon end-user customer or where Verizon “wins” a Broadview end-user customer that Broadview served via a UNE loop provided by Verizon. However, in that case Verizon also performs additional work in connection with a CLEC winback that the CLEC is not required to perform in a Verizon winback. Moreover, where the CLEC provides service using Verizon loops, these functions are all properly regarded as ancillary to the use of the loop. Thus, the responsibility for the costs associated with such functions properly lies with the CLEC.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-20 In the Testimony (at page 11, lines 19 – 20) you state that “Verizon’s MA’s Service Order charges recover the costs of installing a UNE loop used by a CLEC to serve a Verizon MA customer that has transferred to the CLEC.” Provide the cost studies, cost of service studies, cost models, and economic and/or cost analyses supporting this statement. Detail which “UNE loop installation” costs are recovered by Service Order charges and which are recovered by Service Connection and other installation charges.

REPLY: See Verizon’s Objection and Reply to Broadview 1-4 and documents provided in response to that request.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-21 In the Testimony (at page 12, lines 1 – 2) you make reference to the “provisioning tasks that are covered in Verizon MA’s Service Order charges.” Identify each and all of the referenced “tasks.”

REPLY: The nonrecurring costs calculated in the NRC Model Verizon MA filed in D.T.E. 01-20 reflect the manual labor performed by Verizon employees in various work centers to provision UNEs in response to CLEC requests for Wholesale services. The work performed in each Verizon work center is not performed unilaterally. Rather, the work is coordinated to effect the necessary assignments of facilities and features to provision and bill the UNEs requested.

The “provisioning tasks that are covered in Verizon MA’s Service Order charges” are listed under in the NRC Model under the TISOC (Telecom Industry Services Operations Center – now National Markets Center (“NMC”)) work center in Column B for each UNE included in the NRC Model. See Verizon’s Nonrecurring Cost Model compliance filing in D.T.E. 01-20-A provided in response to Verizon’s Reply to Broadview 1-4 to view the provisioning tasks for the TISOC and other work centers for each UNE.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-22 In the Testimony (at page 13, lines 5 – 7) you state that “[t]he costs for the service order activities that Broadview claims it performs when a Broadview customer switches service to Verizon MA or another CLEC are not for services that Verizon MA or other CLECs need to effectuate customer migrations.” Confirm or deny that Verizon does not need to secure a CSR from, or submit an LSR to, “effectuate a customer migrations.”

REPLY: Where Verizon “wins” a customer that Broadview has served using a UNE loop obtained from Verizon, then Verizon must request a CSR in order to obtain the Broadview circuit information required to perform the customer's migration. Verizon further submits a LSR to Broadview on behalf of the end user advising Broadview that the customer wishes to terminate Broadview's service. That same LSR also advises Broadview that Verizon will be porting the customer's telephone number to the Verizon network.

As indicated in Verizon's Reply to Broadview 1-11, Verizon does not charge Broadview to perform such activities when a Verizon customer switches his or her service to Broadview. Verizon only charges Broadview for the wholesale services and functions it provides (*i.e.*, the Verizon UNE loop used to serve Broadview's customer).

VZ # 22

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-23 In the Testimony (at page 14, lines 12 – 15) you make reference to “D.T.E. 01-20-A, Nonrecurring Cost Model.” Produce a copy of the referenced Nonrecurring Cost Model.

REPLY: See Verizon’s Nonrecurring Cost Model compliance filing in D.T.E. 01-20-A provided in response to Verizon’s Reply to Broadview 1-4.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Kevin D. Van Inwegen
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-24 In the Testimony (at page 17, lines 1 – 6) you state that “[t]he ‘services Broadview claims to perform in response to a transfer of a customer’s service to Verizon MA . . . not requested by Verizon MA, are not necessary to allow the migration of the customer’s service to Verizon MA, and provide no benefit to Verizon MA.’ Please confirm or deny that the provision to Verizon of a CSR and the acceptance and processing of an LSR, as well as communications with Verizon relating to an LSR, (i) are services not requested by Verizon, (ii) are not necessary to allow the migration of a customer’s service to Verizon, and (iii) provide no benefit to Verizon.

REPLY: See Verizon’s Reply to Broadview 1-22.

In Verizon’s Reply to Broadview 1-13 regarding the migration of end-user customers to another CLEC, Verizon identifies the following responsibilities of the Old Local Service Provider (LSP) who had provided service to the end user via a UNE loop with number portability:

1. Responds to CSR/CSI request
2. Sends Local Response (Confirmation) to New local Service Provider (New LSP)
3. Submits LSR to directory service provider to remove Directory Listing(s)
4. Activates 10-digit trigger
5. Concurs with subscription version (optional)
6. Removes translations and deactivates 10-digit triggers
7. Unlocks E911 records to remove customer information
8. Deletes customer name Line information database records

9. Submits CARE LSP Change transaction to Old IXC

As explained below, Broadview would need to undertake much of the work identified above even if Broadview's end-user customer disconnected service without migrating to another CLEC or ILEC.

1. Respond to CSR/CSI request. This step is required for both a migration and a disconnect order. In a migration, the CSR would be transmitted to the New LSP; in a disconnect situation, the CSR would need to be located and retrieved when talking with the customer but not transmitted.
2. Local Response (Confirmation). An LSR is only applicable for an order from another service provider. However, in the case of a customer disconnect, very similar information provided on a LSR would need to be retrieved from the end user as part of the phone conversation. This information would include the reason for disconnect, the effective date, if the disconnect is permanent or temporary, the address for the final bill and a number for transfer of calls
3. Submit LSR to directory service provider. This step is required for both a migration and disconnection order.
4. Activation of the 10-digit trigger. This is only required in a migration scenario.
5. Concur with subscription version. This step only applies in a migration scenario.
6. Remove switch translations. This step is required for both a migration and disconnection order. The deactivation of the 10-digit trigger is related to number porting.
7. Unlock E911 records. This step is required for both a migration and disconnection order.
8. Delete Line information database records. This step is required for both a migration and disconnection order.
9. Submit Care LSP Change transaction to Old IXC. CARE is Customer Account Record Exchange and is the system used for the exchange of an end user's account information between the IXC and the Local service provider. This step is required for both a migration and disconnection order.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-25 Identify each CLEC that imposes on Verizon or is authorized to impose on Verizon any charge associated with the migration of a customer from the CLEC's service to Verizon's retail service and for each CLEC so identified, (i) identify the state in which the CLEC imposes or is authorized to impose such charges, (ii) identify the charges, and (iii) the order authorizing the imposition of such charges.

REPLY: Broadview (in Massachusetts and New York) and Cavalier (in Virginia) are the only carriers that currently purport to impose customer transfer charges on Verizon. The charges that Cavalier purports to impose are described in the Virginia Arbitration Order Broadview previously cited. The Broadview charges are set forth in Broadview's own tariffs. However, there are no state commission orders authorizing such charges, and Verizon believes that they are contrary to and unauthorized by federal and state law.

In the arbitration proceeding between Cavalier Telephone LLC and Verizon Virginia, Inc., the FCC's Wireline Competition Bureau allowed Cavalier to impose customer transfer charges on Verizon. *See In the Matter of Petition of Cavalier Telephone LLC Pursuant to Section 252(e)(5) of the Communications Act of Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc. and for Arbitration*, WC Docket No. 02-359, DA 03-3947, Memorandum Opinion and Order (CCB released Dec. 12, 2003), which is available on the FCC's website at www.fcc.gov. The FCC's decision is the subject of a pending Verizon petition for reconsideration and clarification.

Broadview's customer transfer charges allegedly mirror Verizon's service order rates for provisioning UNE loops. However, unlike Verizon, Broadview applies the customer transfer charges on a per line – not a per order – basis. More importantly, whereas Verizon applies those charges to recover its wholesale costs only when a CLEC uses a Verizon network facility (e.g., a UNE loop), as described in its Reply to Broadview 1-11, Broadview imposes those charges on facilities-based carriers (i.e., Verizon) to recover its retail costs in connection with a transfer of a customer.

Broadview's Massachusetts customer transfer charges are \$1.02 per line for electronic processing and \$15.29 for manual processing. Broadview's New York rates are \$9.01 per line for electronic processing and \$26.56 for manual processing.

In Maryland, Cavalier's customer transfer charges allegedly mirror's Verizon's loop hot cut charge of \$35.00. In Virginia, Cavalier's customer transfer charges allegedly mirror Verizon's UNE loop rates. The Virginia rates are a \$10.81 service order charge and a \$2.68 installation charge.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-26 List in detail each task or activity that is included in (i) the Service Order Charge and (ii) the Manual Intervention Surcharge.

REPLY: See Verizon's Nonrecurring Cost Model compliance filing in D.T.E. 01-20-A provided in response to Verizon's Reply to Broadview 1-4.

- (i) Each work activity included in the Service Order Charge is listed under the TISOC (Telecom Industry Services Operations Center) work center in Column B for each UNE included in the NRC Model.
- (ii) TISOC work activities for Manual Surcharges are identified on worksheets within the NRC Model as follows:
 - Worksheet 56 – Manual Surcharge - Loop
 - Worksheet 57 – Manual Surcharge - Digital
 - Worksheet 58 – Manual Surcharge - Special
 - Worksheet 59 – Manual Surcharge - Platform

In every case, these work activities reflect the labor involved in provisioning Wholesale services to CLECs by a facilities-based Wholesale services provider, namely Verizon MA.

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. 05-04

Respondent: Bruce F. Meacham
Title: Senior Staff Consultant

REQUEST: Broadview Networks, Inc., Set #1

DATED: April 25, 2005

ITEM: Broadview 1-27 Confirm or deny that Verizon incurs costs when it (i) processes requests for CSRs, (ii) accepts, confirms the accuracy and completeness of and processes LSRs, (iii) places in jeopardy and or rejects inaccurate and incomplete LSRs, (iv) fields status inquiries regarding LSRs, and/or (iv) establishes and issues firm order confirmation dates. In your response, treat separately circumstances in which the activities are occasioned by electronic requests and manual requests.

REPLY: Verizon incurs costs under all of these circumstances. The issue in this case is not solely whether costs are incurred by Broadview in connection with certain retail functions, but rather whether such costs, if incurred, are properly recoverable from Verizon and other competitors.